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STATE OF MISSISSIPPI

COUNTY OF DESOTO

NOTICE OF CONTRACTOR'S LIEN

TO: MACK M. WILCOX AND WIFE, TERESA R. WILCOX
1635 Sherwood Lane
Southaven, Mississippi 38671

TRUSTMARK NATIONAL BANK
U. S. Highway 51
Hernando, Mississippi 38632

Word Construction Co., Inc. hereby serves notice on Mack M. Wilcox and wife, Teresa R. Wilcox, as owner, and on all other interested parties of the hereinafter described property, that they are claiming a contractor's lien on the hereinafter described property under the provisions of Section 85-7-131, et seq., Mississippi Code of 1972, and in support thereof states the following:

1.

The said Mack M. Wilcox and wife, Teresa R. Wilcox, are the fee simple owners of record of the following described property situated in DeSoto County, Mississippi, to-wit:

Lot 15, Stonehedge Subdivision, in Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi, as shown by plat thereof recorded in Plat Book 24, Pages 28-32, in the office of the Chancery Clerk of DeSoto County, Mississippi.

2.

That Mack M. Wilcox and wife, Teresa R. Wilcox, entered into a written contract with Word Construction Co., Inc. for the construction of a dwelling located on said lot, a copy of said contract being attached hereto as Exhibit A.

3.

That Mack M. Wilcox and wife, Teresa R. Wilcox, owe to Word Construction Co., Inc. as of the date of filing of this Notice, the sum of

\$25,177.63. for the construction of said residence. That said owner has refused to pay Word Construction Co., Inc. the balance due under the contract.

4.

No suit has been filed for the enforcement of the lien at this time.

5.

That Word Construction Co., Inc. hereby serves notice to all interested parties that they are claiming the benefits of Section 85-7-131, et seq., Mississippi Code of 1972, and they are hereby claiming and asserting a lien against the property described in this Notice.

WORD CONSTRUCTION CO., INC.

Rodney Ennis
President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Rodney Ennis, President of Word Construction Co., Inc., who being first by me duly sworn makes oath and affidavit that the matters, facts and statements set forth in the above Notice are true and correct as therein stated; and that he as President of Word Construction Co., Inc. signed said Notice for and on behalf of said Corporation and pursuant to authority vested in him so to act and that he has mailed a true and correct copy of said Notice to Mack M. Wilcox and Teresa R. Wilcox at 1635 Sherwood Lane, Southaven, Mississippi 38671 and to Trustmark National Bank, Hernando, Mississippi 38632.

Rodney Ennis
Rodney Ennis

SWORN TO AND SUBSCRIBED BEFORE ME, this the 16th day of November, 1990.

Cirlean May
Notary Public

My Commission Expires:
10-8-1991



This lien is hereby dismissed and released on this the 26th day of November, 1990.

Word Construction Co. Inc
By Rodney Ennis
President

Attest: W. E. Davis
by N. Abraham, etc.

CONTRACT FOR BUILDING DWELLING HOUSE

this agreement made and entered into this 8th day of August 8, 1989, by and between Word Construction Co., Inc., 2540 Scott Road, Hernando, Miss., 38632, by its duly authorized officer, Rodney Ennis, of the first part, hereinafter called the Owner, Mack and Teresa Wilcox.

WITNESSETH:

1. Drawings and Specifications. The Contractor shall erect and build in a substantial and workmanlike manner, a dwelling house upon your lot #15 at 1635 Sherwood Lane in Stonehedge Subdivision in DeSoto County, Ms. in accordance with the drawings and specifications and plans signed by the parties hereto and by the Owner, except as may hereinafter be agreed upon by and between the parties hereto.

2. The Contractor shall complete all construction of the house and remove all surplus materials and rubbish from the premises, unless otherwise agreed to by and between the parties of this instrument within 180 working days from the date construction begins, unless prevented to do so by strikes, accidents, weather or other reasonable cause or causes, in which case the time to complete the same will be extended in accordance with the time lost.

3. The Contractor shall provide all the materials and labor and pay for same and perform all the work mentioned in the plans, drawings and specifications and shall provide all scaffolding, tools and other appliances necessary for the performance of said work in execution of this agreement. The Contractor shall supply duly qualified and experienced artisans, workmen and foremen or supervision to carry out the work in accordance for certain work or materials indicated as follows:

1. Sewer and water tap by Owner.
2. Survey by Owners.
3. Builders risk by Owner.
4. Windows are white insulated aluminum
5. Tile in foyer, remove tile in upstairs bath, (upstairs bath to have vinyl floor)
Basement bath vinyl floor, tile on floor per plans on master bath floor and bath#2.
6. Front door allowance \$375.00. Builder will furnish side lite frame, Owners to furnish glass.
7. Tarko Heritage shingles, allowance \$32.50/sq.
8. Gutters installed.
9. Plumbing fixtures Delta Chrome single lever faucets Koehler white commodes.
#2710 chrome on Jacuzzi, 2 water heaters fiberglass tubs and showers are white.
10. Lennox Gas heaters #HS19, compressor, 2 systems ~~Heat~~ *RC*
11. One garage door will have automatic operator.
12. R30 attic insulation, 1" Thermax sheathing all outside walls.
13. Metal exterior doors on back.
14. Polish brass shower door in master bath only.
15. Bath finished in basement.
16. Basement walls, floor and ceilings are unfinished, no heat or air, wiring is installed.
17. Increase basement size 6' x 16'.
18. Stair like picture shown at foyer.
19. Wallpaper allowance \$960.00 to include labor and material.
20. Sun room lowered 4" from family room.
21. Wood rail on front step like picture.
22. One set 4' wide steps off deck.
23. 2000sq.ft. concrete drive etc. does not include major grading.
24. Block retaining wall 4' high 25' long. Brick on top of wall only.

25. No brick mail box or flower box.
26. Three outside hose bibbs.
27. Ceiling are sprayed.
28. Appliance allowance \$1500.00.
29. No brick wall at culvert.
30. Music and sound intercom, central vacuum and security system, (security system allowance \$1500.00).
31. Brick allowance \$150.00/m.
32. Two masonry fireplaces.
33. Wood 6 panel doors at entry, dining, study, family room and kitchen. Remaining are 6 panel elite for painting. 2 1/4" casing with back band.
34. Chair rail in dining room and breakfast area.
35. Ceilings per plan. All ceilings are sprayed.
36. Light fixture allowance \$1500.00.
37. Carpet and vinyl allowance \$14.00/yd labor and material.
38. Cabinet allowance \$5000.00.
39. Man-made marble vanity tops. Formica tops on kitchen cabinets.
40. Upstairs and main floor sheetrocked. Basement unfinished.
41. Hardware allowance \$600.00.
42. Bath accessories \$100.00.
43. Deck per plan with one set 4' wide steps.
44. Book case at fireplace part of cabinet allowance.
45. Two power ventilator.
46. Brick steps off front porch only.
47. Ceiling heights per plans.

4. The total price for the construction shall be the sum of \$184,453.00 for a lock and key job.

5. If the Owner selects or requires labor in excess of that indicated above, the excess cost will be added to the contract price, and likewise, deletions will be deducted therefrom any additions of deletions shall be noted on a separate memorandum agreement and intialled by the parties hereto and attached to this contract.

6. The Contractor shall give all necessary notices to and pay for and obtain all necessary permits for the proper permits required from the County authorities in respect to the work and comply with the building and other regulations of DeSoto County, Miss., and will protect the Owner from fines, penalties or losses incurred by reason of breach of this stipulation and agreement.

7. Any changes or deviations from the plans, drawings and specifications must be agreed upon between the Owner and the Contractor and reduced to writing and signed by the parties and attached to this instrument. If the Owner requires any additional work or other work than that provided in the drawings and specifications, the contractor shall carry out such requirement and perform the additional work in a substantial and worklike manner within the time prescribed by this agreement and the value of such additional or other work as agreed to by the parties in advance will be paid immediately upon completion of the work.

8. The Owner shall pay to the Contractor in respect to said work and materials, the sum of \$184,453.00 for a lock and key job subject to additions and deductions as hereinabove provided for by installments as follows: 15% of the total price upon completion of the foundation slab: 30% of the contract price at completion of the second inspection made by the County Building Official or his Representative: 30% of the contract price when the sheetrock and cabinets have been installed: 15% of the contract price at the stage of completion of painting the dwelling, with the balance to be paid in full, upon the closing or permanent financing of the dwelling by the Owners.

The Contractor shall provide evidence that the labor and materials used in construction of the house have been paid and execute a Contractor's affidavit at the stage of each draw as provided herein.

9. It is understood and agreed by and between the parties hereto that the Owner shall furnish Builder's Risk and extended insurance coverage during construction of the dwelling.

10. The Owner will be responsible for securing permanent financing and all costs of this financing will.

11. This contract is contingent upon a commitment for permanent financing to be issued satisfactorily to the Owner, and if these contingencies are not removed within 30 days of this agreement, the Contractor may cancel this agreement.

12. If the Contractor shall in any manner neglect or fail to prosecute the work with reasonable diligence or shall neglect to perform any agreement herein, it shall be lawful for the Owner by written notice to the Contractor to proceed with such work and perform said agreement and finish the dwelling. If the Contractor, after such notice fails to proceed, then the Owner may re-enter and take possession of the premises and complete the work or employ another Contractor or person to complete the work and unless a bona fide amount of the contract price remaining unpaid shall exceed the Owner in completing the work any damage incurred by the Owner in completing the work and any damage incurred by the Owner by reason of the Contractor's default in which event, the Contractor shall be entitled, upon completion to receive payment of the amount of such excess, if any. Likewise, if the expense incurred by the Owner in completion, under the terms of this paragraph, together with any such other damages incurred by the Owner shall exceed such amount of the contract price remaining unpaid, if any, the Contractor shall pay the amount of such excess to the Owner.

13. Any dispute or differences between the Contractor and Owner shall be arbitrated by the parties and each party will name one arbitrator and the two arbitrators so appointed shall select a third arbitrator and any decision of any two of the said arbitrators shall be binding and conclusive of both of the parties hereto. In addition thereto if a loss should occur by fire, windstorm or other casualty covered by the Builder's Risk Insurance on the dwelling, the proceeds from the insurance will be used to pay the Contractor to replace and repair the damage in accordance with the original specifications, plans and drawings attached hereto.

14. The house cannot be occupied by Owner until all inspections have been made and all cost to Contractor paid.

WITNESS THE SIGNATURES OF THE PARTIES THIS THE DATE WRITTEN ABOVE.

Mack Wilson
Teressa R. Wilson
 OWNERS

WORD CONSTRUCTION CO., INC.

BY Rodney Ennis
 Rodney Ennis, President

STATE MS.-DESOTO CO.
 FILED

Nov 16 10 35 AM '90

RECORDED 11-16-90
 SEE BOOK 6 Construction Lien
 PAGE 156
 W.E. DAVIS CH. CLK.